

712

R/W 7166

501705

RIGHT-OF-WAY EASEMENT

No. SALT LAKE INDUSTRIAL PARK PLAT A
LOT 12

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of

ONE DOLLAR AND NO/100 dollars (\$ 1.00) in hand paid by the

Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents, a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

Commencing at the Northwest corner Lot 12, North Salt Lake Industrial Park, Plat "A"; thence South 1993 feet; thence East 5 feet; thence North 1993 feet; thence West 5 feet to beginning,

situate in County of Davis, State of Utah

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted. This Right-of-Way Easement is subject to the Easement Addendum attached hereto.

Signed and delivered this 5th day of June A.D., 19 78

At Boise, Idaho Albertsons Inc.
Boise, Idaho By: [Signature]
Boise, Idaho By: Minnie O. Armstrong
Secretary

STATE OF IDAHO }
County of Ada } ss.

On the 5th day of June, A.D. 19 78, personally

appeared before me Michael F. Reuling and Minnie O. Armstrong, the Vice
President and General Counsel and the Secretary of Albertson's, Inc.,
the (signers) of the above instrument, who duly acknowledged to me that
(they) executed the same.

WITNESS my hand and official seal this 5th day of June, 1978

Notary Public Carol L. Wood
My Commission Expires Boise, Idaho 83705
July 17, 1978

[Signature]
Notary Public

Platted Abstracted Indexed Entered
On Margin Compared
Date JUL 11 1978
BY [Signature]
Deputy Notary
at Boise, Idaho
of Mountain States Telephone & Telegraph Co.
Recorder Davis County
Fee 5.00
712



EASEMENT ADDENDUM

713

Grantor: ALBERTSON'S, INC., a Delaware corporation

Grantee: THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY,
a Colorado corporation

Instrument Date: June 5, 1978

Anything in this instrument to the contrary notwithstanding. Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

- (a) The easement(s) herein granted are subject to all easements and encumbrances of record and are non-exclusive provided later granted easements shall be subject to Grantee's rights and uses.
- (b) All lines, equipment and their related components and supports placed within the described easement area(s); by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.
- (c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area(s).
- (d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s) and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except planters, buildings and other major structures, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.
- (e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.
- (f) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.

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